

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

ROBERTA SLAAEN,

Plaintiff,

Case No. 18-cv-1560

v.

SL GREENFIELD, LLC

Defendant

**JOINT MOTION FOR COURT APPROVAL OF
SETTLEMENT AND DISMISSAL OF COMPLAINT WITH PREJUDICE**

The Parties, by and through their undersigned counsel, respectfully move this Court for approval of their “Settlement Agreement and Release,” resolving the matter as set forth therein. In support thereof, the Parties state and jointly stipulate as follows:

1. On October 3, 2018, Plaintiff, Roberta Slaaen, filed her Complaint against Defendant, SL Greenfield, LLC, which was captioned as *Roberta Slaaen v. SL Greenfield, LLC*, 18-cv-1560-JPS. (ECF No. 1.) In the Complaint, which was brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 et seq., and Wis. Stat. §§ 109.01 et seq., Wis. Stat. §§ 103.001 et seq., and Wis. Admin. Code DWD §§ 274.01 et seq., collectively Wisconsin’s Wage Payment and Collection Laws (“WWPCL”), Slaaen alleged that SL Greenfield, LLC failed to, in violation of the FLSA and WWPCL, compensate her for all work performed, including at an overtime rate of pay, for work performed in excess of forty (40) hours in a workweek.

2. In this matter, *Roberta Slaaen v. SL Greenfield, LLC*, 18-cv-1560-JPS, Slaaen has not raised any class, collective, or representative claims under the FLSA, Federal Rule 23, or Wisconsin law. Slaaen proceeded only in her individual capacity.

3. SL Greenfield, LLC denies Slaaen's allegations and asserts that Slaaen was properly compensated for all hours worked during her employment and no additional wages are due or owing. (See ECF No. 9-1.)

4. In light of the existence of a good-faith dispute over the number of hours worked, whether additional wages are due, and other procedural and substantive issues in this matter, the Parties agreed to enter into settlement negotiations for the purpose of avoiding the costs and uncertainty of litigation.

5. The Parties have, in fact, engaged in extensive and good-faith settlement negotiations. The Parties were both represented by competent and experienced counsel throughout the course of these negotiations. Slaaen's counsel represented Plaintiff's interests during negotiations. The Parties exchanged settlement offers, setting forth the explanations for their positions.

6. The Parties' settlement discussions have resulted in an accord and satisfaction embodied in the attached "Settlement Agreement and Release," which the Parties have signed and which the Parties and their respective counsel believe and agree represents a fair, reasonable, and adequate settlement of Slaaen's legal claims against SL Greenfield, LLC in this matter, *Roberta Slaaen v. SL Greenfield, LLC*, 18-cv-1560-JPS.

7. A copy of the Parties' executed "Settlement Agreement and Release" has been submitted to the Court simultaneously with the filing of this Motion.

8. The Parties are in agreement that this Court may enter an Order Granting Motion for Approval of Settlement and Dismissal with Prejudice. *See Larkin v. CPI Corp.*, No. 10-cv-411-WMC, 2011 U.S. Dist. LEXIS 127680, at *2 (W.D. Wis. Nov. 3, 2011) (*citing Walton v. United Consumers Club*, 786 F.2d 303, 306 (7th Cir. 1986) and *Lynn's Food Stores, Inc. v. U.S. Dep't of Labor*, 679 F.2d 1350, 1352-53 (11th Cir. 1982) (requiring the settlement to constitute "a fair and reasonable resolution of a bona fide dispute over FLSA provisions").

9. **WHEREFORE**, the Parties respectfully request that this Court: (1) approve the Parties' "Settlement Agreement and Release," resolving the matter on the terms set forth therein; and (2) dismiss this case, *with prejudice*, but retain jurisdiction for the limited purpose of enforcing the "Settlement Agreement and Release."

Dated this 30th day of September, 2019

s/ Scott S. Luzi

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